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MEMORANDUM OF UNDERSTANDING

Between and for

THE CITY AND COUNTY OF SAN FRANCISCO

and

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO

AND LOCAL 250-A, TRANSPORT WORKERS UNION

For Fiscal Year 1978-79

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter MOU) is entered into by the City and County of San Francisco (hereinafter City) through its designated representative acting on behalf of the Board of Supervisors and the Transport Workers Union of America, AFL-CIO, and Local 250-A, Transport Workers Union (hereinafter Union).

1. RECOGNITION

The City acknowledges that the Union has been certified by the Municipal Employee Relations Panel or the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classifications:

7410 Automotive Service Worker

2. INTENT

It is the intent of the parties signatory hereto that the provisions of this MOU shall not become binding until ratified by the Board of Supervisors and ratified by the membership of the Union.

Provisions of this MOU which are in conflict with provisions of ordinances, resolutions, rules or regulations over which the Board has jurisdiction to act, shall prevail. Unless an existing ordinance, resolution, rule or regulation is specifically discussed and changed, deleted or modified by the terms of this MOU, it shall be deemed to remain in full operational effect.

3. NO STRIKE PROVISION

In accordance with Section 16.220, Chapter 16, Article XI.A, of the San Francisco Administrative Code, the Union agrees that during the period of time this MOU is in effect it will not conduct a strike, work stoppage or slow-down.

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3. NO STRIKE PROVISION (Continued)

The City agrees during the terms of this agreement not to conduct a lockout against any of the employees covered by this MOU.

4. OBJECTIVE OF THE CITY

It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this MOU within their respective roles and responsibilities.

The Union recognizes the City's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. The City recognizes the Union's or the employees' right to grieve the effect of and implementation of the revised performance levels, norms or standards.

Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission.

5. HOLIDAYS

The following language is an excerpt from Section VI (A) of the 1978-79 Salary Standardization Ordinance.

It is the intent and understanding of the City and the Union that the following excerpted language shall in no way amend or alter the meaning, interpretation, or the administration of the 1978-79 Salary Standardization Ordinance.

Except as otherwise provided in Section V (B), and except when normal operations require, or in an emergency, employees shall not be required to work on the following

5. HOLIDAYS (Continued)

days hereby declared to be holidays for such employees:

January 1, February 12 (Lincoln's Birthday), the third Monday in February (Washington's Birthday), the last Monday in May, July 4, first Monday in September (Labor Day), September 9 (Admission Day), the second Monday in October (Columbus Day), November 11, Thanksgiving Day, December 25, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States, and an additional holiday to be taken on a day selected by the employee subject to approval of the appointing officer. Both full time and part-time temporary employees must complete six months continuous service before receiving an additional day; provided that part time temporary employees who are not regularly scheduled, but are employed on an as needed, irregular intermittent or other irregular basis are ineligible for an additional day.

Provided further, if January 1, February 12, July 4, September 9, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

In the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday: Provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 7.502 of the Charter. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

The San Francisco Unified School District and San Francisco Community College District, may for its own employees and employees regularly assigned from other departments, substitute for the holidays declared above an equal number of different holidays.

5. HOLIDAYS (Continued)

B. HOLIDAY COMPENSATION FOR TIME WORKED

Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate in the amount of 12 hours pay for 8 hours worked or a proportionate amount for less than 8 hours worked.

Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of one-and-one-half times for work on the holiday.

C. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY

Employees assigned to seven-day operation departments or employees working a five-day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.

If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this Section result in such employee receiving more or less holidays than an employee on a Monday thru Friday work schedule.

6. OVERTIME

Overtime shall be paid at time-and-one-half times the base rate for work performed outside the employee's regularly scheduled work hours.

7. COMPENSATORY TIME - CLASS 1 LICENSE

Employees in class 7410 Automotive Service Worker shall be granted compensatory time off for time spent outside their regularly assigned work schedule in obtaining a Class I California Drivers License. This provision shall not apply to time spent in preparing for tests but shall include all time spent in taking tests, medical examinations and keeping required appointments.

8. INITIATION OF MEET AND CONFER PROCESS

The Union agrees to submit to the City, on or before December 30, 1978, its request for changes in the Administrative Provisions of the Salary Standardization Ordinance and the Salary Ordinance.

9. SHIFT DIFFERENTIAL

For class 7410 Automotive Service Worker any shift immediately following a regular day shift or commencing during any period of a day shift shall be considered a night shift and employees working on such shift shall be paid ten percent (10%) above the regular day shift as set forth herein. A subsequent shift shall be known as a midnight shift and shall be paid fifteen percent (15%) above the regular day rate.

10. ADMINISTRATIVE PROVISIONS

Except as provided in Section 11 of the Modification of Agreement, all provisions of the Administrative Provisions of the Salary Standardization Ordinance for the fiscal year 1978-79 shall apply to employees subject to this MOU except for provisions of this MOU which are in conflict, in which case this MOU shall prevail.

11. MODIFICATION OF AGREEMENT

In the event the California Constitution is amended during the term of this agreement by the adoption of the so-called "Jarvis-Gann amendment", it is agreed by the parties signatory hereto that all provisions negotiated and governed by the terms of this agreement which resulted in any additional costs to the City for the fiscal

11. MODIFICATION OF AGREEMENT (Continued).

year 1978-79, shall automatically become inoperative. Except as provided in this paragraph, the Union does not waive any rights to meet and confer on other items within the scope of representation.

The City acknowledges its obligation to meet and confer on matters of wages, hours, and terms and conditions of employment as defined in Government Code Section 3504 that might be affected by the adoption of the Jarvis-Gann amendment and will do so to the extent required by this agreement and applicable laws.

12. FOUL WEATHER CLOTHING

Employees working in classification 7410 Automotive Service Worker shall not be required to perform their normal work duties in the rain without being provided adequate foul weather gear consisting of hat, coat and boots.

13. GRIEVANCE PROCEDURE

The grievance procedure attached hereto as Appendix A is incorporated herein by reference and shall be utilized to resolve problems or questions of interpretation which may arise on issues within the definition contained in Section A of the grievance procedure.

14. SAVINGS CLAUSE

Should any part hereof or any provision herein be declared invalid by reason of conflicting with a Charter provision or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or by any decree of a court, such invalidation of such part or portion of this MOU shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of the MOU.

15. DURATION OF AGREEMENT

This MOU shall be in effect from July 1, 1978, through and inclusive of June 30, 1979.

In WITNESS WHEREOF, the parties hereto have executed this MOU this 15th day of May, 1978.

FOR THE CITY AND COUNTY

Milton H. Mares
Chief Labor Negotiator

Jean Pral
Employee Relations Representative

John B. Wentz
General Manager
Public Utilities Commission

Curtis E. Green
General Manager
Municipal Railway

APPROVED AS TO FORM
GEORGE AGNOST, CITY ATTORNEY

James L. Lazarus
Deputy City Attorney

FOR THE UNION

Lawrence B. Martin
President
Transport Workers Union, Local 250-A

Samuel W. Walker
Secretary - Treasurer
Transport Workers Union, Local 250-A

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS BY RESOLUTION NO. ____
ON _____

GRIEVANCE PROCEDURE

The grievance procedure attached hereto as Appendix A is incorporated herein by reference and shall be utilized to resolve problems or questions of interpretation which may arise on issues within the definition contained in Section A of the grievance procedure.

GRIEVANCE PROCEDURE

This grievance procedure applies to conditions of employment s set forth by Ordinance or Resolution of the Board of Supervisors, ratified Memorandum of Understanding of the Board of Supervisors ovided that such condition(s) is within the scope of representation defined in California Government Code Section 3504 and provided rther that such condition of employment is within the charter thority of the Board of Supervisors.

A. DEFINITION

A grievance is defined as and is limited to an allegation by an loyee, a group of employees, or the Union that the City has failed implement a condition of employment as specifically set forth in existing Ordinance or Resolution of the Board of Supervisors, or a orandum of Understanding ratified by the Board of Supervisors; vided that such condition of employment is within the scope of re- sentation as defined in California Government Code Section 3504 and vided further that such condition of employment is within the charter hority of the Board of Supervisors to so implement.

B. EXCLUSION OF CIVIL SERVICE MATTERS

The grievance procedure herein established shall have no application atters within the jurisdiction of the Civil Service Commission as forth in the City Charter or to any rules adopted by the Commission uant to its Charter authorities.

C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES

Except as may be otherwise provided in a separate departmental randum of understanding, the following is the departmental procedure e followed in the resolution of grievances as defined in paragraph hereof.

D. GRIEVANCE PROCEDURE STEPS

An employee having a grievance shall first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner with the supervisor.

STEP ONE

(a) If a solution, satisfactory to both the grievant and the immediate supervisor, is not accomplished by informal discussion, the grievant shall have the right to consult with, and be assisted by, a representative of the grievant's own choice in this and all succeeding steps of this grievance procedure.

(b) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of the informal discussion with the immediate supervisor, submit a Letter of Grievance-Step One, to the immediate supervisor, the appointing authority, the Employee Relations Director, and the formally recognized employee organization, if any, for the grievant's classification.

(c) The Letter of Grievance - Step One, shall contain:

1. the date of the informal discussion,
2. the date of the submission of the Letter of Grievance - Step One, to the immediate supervisor,
3. the specific section(s)/subsection(s) of the Board of Supervisor's Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,
4. a full and complete explanation of the circumstances of the grievance, and
5. the remedy sought by the grievant.

(d) The immediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step One, submit an Answer to Letter of Grievance - Step One, to the grievant, the appointing authority, and the Employee Relations Director.

(e) The Answer to Letter of Grievance - Step One, shall contain:

1. the date of receipt of the Letter of Grievance, - Step One,
2. the date of the submission of the Answer to Letter of Grievance - Step One, to the grievant,
3. a full and complete explanation of the circumstances of the grievance, and
4. the resolution of the grievance.

EP TWO

(a) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step One, submit a Letter of Grievance - Step Two, to an intermediate supervisor, designated by the appointing authority, the appointing authority and the Employee Relations Director.

(b) The Letter of Grievance - Step Two, shall contain:

1. the date of receipt, by the grievant, of the answer to Letter of Grievance - Step One,
2. date of submission of the Letter of Grievance - Step Two, to the intermediate supervisor,
3. the specific section(s)/subsection(s) of the Board of Supervisor's Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,

4. a full and complete explanation of the circumstances of the grievance, and

5. the remedy sought by the grievant.

(c) The intermediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Two, submit an Answer to Letter of Grievance - Step Two, to the grievant, the appointing authority, and the Employee Relations Director.

(d) The Answer to Letter of Grievance - Step Two, shall contain:

1. the date of receipt of the Letter of Grievance - Step Two,

2. the date of the submission of the Answer to Letter of Grievance - Step Two, to the grievant,

3. a full and complete explanation of the circumstances of the grievance, and

4. the resolution of the grievance.

EP THREE

(a) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step Two, submit a Letter of Grievance - Step Three, to the appointing authority and the Employee Relations Director.

(b) The Letter of Grievance - Step Three, shall contain:

1. the date of receipt, by the grievant, of the answer to Letter of Grievance - Step Two,

2. date of submission of the Letter of Grievance - Step Three, to the appointing authority,

3. the specific section(s)/subsection(s) of the Board of Supervisor's Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,

4. a full and complete explanation of the circumstances of the grievance, and

5. the remedy sought by the grievant.

(c) The appointing authority shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Three, submit an Answer to Letter of Grievance - Step Three, to the grievant and the Employee Relations Director.

(d) The Answer to Letter of Grievance - Step Three, shall contain:

1. the date of receipt of the Letter of Grievance - Step Three,

2. the date of the submission of the Answer to Letter of Grievance - Step Three, to the grievant,

3. a full and complete explanation of the circumstances of the grievance, and

4. the resolution of the grievance.

(e) Unless waived by written mutual agreement of the grievant and the appointing authority a hearing is required at this step.

(f) The seven (7) working day time limit noted in Step Three above may be extended by written mutual agreement between the grievant and the appointing authority.

EP FOUR

(a) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within thirty (30) calendar days of receipt of the answer to Letter of Grievance - Step Three, submit a written request to the Employee Relations Director that the grievance be heard and resolved by a hearing officer.

(b) Prior to the selection of the hearing officer, the Employee Relations Director shall informally review the grievance and attempt to resolve the grievance to the mutual satisfaction of the grievant and the appointing authority. The Employee Relations Director shall have ten (10) working days after receipt of the request in which to review and seek resolution of the grievance.

(c) The hearing officer shall be selected by mutual agreement between the grievant, or the grievant's representative, and the Employee Relations Director, If the grievant, or the grievant's representative, and the Employee Relations Director are unable to agree on the selection of a hearing officer they shall jointly request the State Conciliation Service to submit a list of five (5) hearing officers who have had considerable experience as a hearing officer in public employment disputes. The grievant, or the grievant's representative, and the Employee Relations Director, shall then alternately delete names from such list until only one (1) name remains; and that person shall serve as the hearing officer. Whether the employee, or his representative, or the Employee Relations Director deletes the first name in the alternating process of deleting names, shall be determined by lot.

(d) Except when a statement of facts mutually agreeable to the grievant and the appointing authority is submitted to the hearing officer, it shall be the duty of the

hearing officer to hear and consider facts submitted by the parties.

(e) It shall be the duty of the hearing officer to hold said hearing within fifteen (15) calendar days of written acceptance of appointment as the hearing officer.

(f) After said hearing, or review of mutually agreeable statement of facts, it shall be the duty of the hearing officer to make written finding of fact(s) upon which the decision of the hearing officer is based.

(g) The decision of the hearing officer shall be final and binding upon the parties.

(h) The hearing officers' authority pursuant to the provisions of this grievance procedure shall be limited to a decision, based on submitted facts and applicable law, of whether or not the City has improperly failed to implement a condition of employment which is provided for in an Ordinance, Resolution or Memorandum of Understanding ratified by the Board of Supervisors. Further, the hearing officer shall have no power to amend, or recommend an amendment of, a Board of Supervisors ratified Memorandum of Understanding, Ordinance or Resolution.

(i) Each party, (employee, group of employees, or Union and the appointing authority) to a hearing before a hearing officer shall bear its own expenses in connection therewith. All fees and expenses of the hearing officer, and a reporter if any, shall be borne and paid in full by the losing party.

In the event the hearing officer shall make a compromise decision, the party or parties which shall pay the fees and expenses of the hearing officer, and a reporter if any, shall be determined on a proportional basis by the hearing officer.

E. THE EFFECT OF FAILURE OF TIMELY ACTION

Failure of the grievant to submit an appeal within the required time limit at any step, or for informal discussion, shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit in any step shall result in an automatic advance of the grievance to the next step.

F. TIMELINESS OF GRIEVANCE

A grievance shall be void unless initiated by informal discussion with the immediate supervisor within forty five (45) calendar days from the date on which the City has allegedly failed to implement a condition of employment, or within forty five (45) calendar days from the time the grievant might reasonably have been expected to have learned of such alleged failure to implement a condition of employment. In no event shall any grievance include a claim for money relief for more than the forty five (45) day period plus such reasonable discovery period.

G. RIGHTS OF THE UNION FORMALLY RECOGNIZED TO REPRESENT THE GRIEVANT'S CLASSIFICATIONS

An employee, in a classification which is included within a representation unit for which formal recognition has been granted, shall pursue any grievance under this procedure with the assistance of said formally recognized employee organization or said employee may represent himself/herself with the assistance, if the employee so elects, of counsel or